

A. G. Contract No. KR91-0867-TRD
ECS File: JPA-91-52
County File No.: CS921070
Section: 101L Pima Freeway
Project: RAM 600-1-513
Chaparral Road
(Design) H244701D
McDowell Rd.-McKellips Rd.
(Construction) H 2400 02C

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
MARICOPA COUNTY, ARIZONA

THIS AGREEMENT is entered into 25 February, 1992, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MARICOPA COUNTY, acting by and through its Board of Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to the construction of the Pima Freeway (101L), Section 10c, the County has requested and the State has agreed to modify design and construct certain roadway and drainage improvements for McDowell and McKellips Roads and redesign of Chaparral Road, herein referred to as the "Project", at the County's expense, estimated at \$215,234.00.

NO. <u>16425</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>02/25/92</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Wing V. Greenewald</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

State will:

a. Modify the roadway, drainage and signal design plans and specifications for the Project as follows:

- i. McKellips Road - Design 48-inch storm drain from Station 16+00 to State box culvert at Station 17+60.
- ii. McDowell Road - Design 64-foot wide asphalt concrete pavement and curb and gutter from Station 5+76 to Station 12+00; design catch basins, 24-inch storm drain and connector pipes between Station 5+76 and Station 16+25.
- iii. Chaparral Road - Design a minimum 68-foot wide asphalt concrete pavement section; modify signal design; add curb and gutter, catch basins, connector pipes and storm drains, including extension of existing irrigation culvert and wing walls at Pima Road between Station -6+00 and Station 11+00 and from Station 25+00 to Pima Road.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to State.

c. Upon execution of this agreement, invoice the County \$25,234.00 for actual cost to modify the design of Chaparral Road.

d. Invoice the County on a monthly basis for actual cost for said modifications for construction of the Project, estimated at \$190,000.00.

County will:

a. Upon execution of this agreement and receipt of an invoice, reimburse the State \$25,234.00, for actual cost to modify design of Chaparral Road.

b. Within 45 days of receipt and approval of an invoice, reimburse the State the actual costs for said modifications for construction of the Project, estimated at \$190,000.00.

c. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the County.

d. Upon completion of the Project, provide routine maintenance for those portions that are being constructed pursuant to this agreement (such as sweeping, crack sealing and removal of spills and debris) and minor maintenance of the street surface, sidewalks, curbs, and medians. Routine and minor maintenance is defined as that work necessary to maintain a roadway which does not exceed the equivalent value in labor, materials and equipment of 300 man-hours of labor for a specific problem located within any given one-half mile segment of roadway, and can be efficiently accomplished with the necessary in-house equipment available to the County.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project improvements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E/M.D. 616E
Phoenix, AZ 85007

Maricopa County
County Manager
1111 S. Third Avenue
Phoenix, AZ 85003


7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

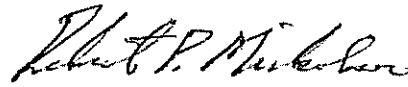
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MARICOPA COUNTY, ARIZONA


STATE OF ARIZONA

Department of Transportation

By 
TOM FREESTONE
Chairman of the Board

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer

Attest by:

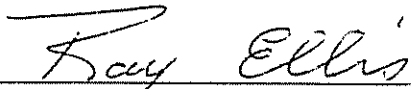

Clerk of the Board
12.9.91

3688j
01AUG91

RESOLUTION

BE IT RESOLVED on this 15th day of May 1991, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County for the purpose of modifying design and construct certain roadway and drainage improvements for McDowell, McKellips and Chaparral Roads, incident to the construction of the Pima Freeway (101L), Section 10c.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


For JAMES S. CREEDON, Acting Director
Arizona Department of
Transportation

MARICOPA COUNTY BOARD OF SUPERVISORS

AGENDA FORMContract/Lease for ☐ NEW ☐ RENEWAL ☐ AMENDMENT ☐ CANCELLATION
(for existing record Encumbrance No. below)LOW ORG NO 6420 DEPARTMENT: HIGHWAY-ENGINEERING CONTROL NUMBER: HD 58-91ENCUMBRANCE NO CS921070 AGENCY: PUBLIC WORKS CONTROL NUMBER: PW 4**1. BRIEF DESCRIPTION OF PROPOSAL AND REQUESTED BOARD ACTION:**

It is recommended by the Highway Director that the Board of Supervisors approve the intergovernmental agreement between the State of Arizona and Maricopa County, Incident to the construction of the Pima Freeway (101L), the State, acting through its Department of Transportation (ADOT) has agreed to modify design and construct certain roadway and drainage improvements for McDowell and McKellips Roads and redesign of Chapparal Road, (all County roads intersecting the freeway), at the County's expense, estimated at \$215,234. It is considered to be in the County's best interest to have this work (outside the limits of ADOT's freeway responsibilities) accomplished in conjunction with their work. Funds are budgeted in the Highway Department's Five-Year Capital Improvements Program for this work under Work Order No. 68735, in Fiscal Year 1992-93.

This project is in Supervisor District No. 2, and 100 percent unincorporated area (located on the Salt River Indian Reservation).

Upon approval by the Board of Supervisors, please return the original executed documents to the Highway Department for forwarding to the Arizona Department of Transportation for their execution of the agreement.

2. COMPLIANCE WITH MARICOPA COUNTY PROCUREMENT CODE10

article

paragraph

Procurement Officer

SOLE SOURCE JUSTIFICATION**3. CONTINUED FROM MEETING OF**
DISCUSSED IN MEETING OF**4. ☐ THIS DEPARTMENT WILL CAUSE PUBLICATION**
☐ CLERK OF THE BOARD TO CAUSE PUBLICATION

5. MOTION: It is moved that the Maricopa County Board of Supervisors approve and authorize the execution of the intergovernmental agreement (ADOT file JPA 91-52) with the State of Arizona for certain roadway and drainage improvements for McDowell and McKellips Roads and redesign of Chapparal Road, (all County roads intersecting the Pima Freeway), at the County's expense, estimated at \$215,234, Work Order No. 68735.

Please return an executed copy to
the Clerk of the Board of Supervisors

6. FINANCIAL: ☐ Expenditure ☐ Revenue ☐ Budgeted ☐ Contingency ☐ Budget Amendment ☐ Transfer ☐ Grant or other

\$ _____ Total _____ Fund _____ Financial Officer _____ Date _____

7. PERSONNEL:

Personnel Director Date

8. DEPARTMENT: HIGHWAY-6400 ☒ MDH:als

Action Recommended by Date 10-30-90

9. MATERIALS MANAGEMENT:

A. _____
Materials Management Director Date

B. _____
W/MBE Representative Date

10. LEGAL:

Approved as to form and within the powers and authority granted under the laws of the state of Arizona to the Maricopa County Board of Supervisors

Deputy County Attorney Date 11-28-90

11. OTHER:

Signature Date

12. APPROVED FOR AGENDA:

Approving Official Date 10/31/91

13. OTHER:

Signature Date 11/28/91

14. BOARD OF SUPERVISORS: Action taken:

☒ Approved ☐ Amended ☐ Disapproved ☐ Deleted

Continued to:

Clerk of the Board Date 12-9-91

15. RECOMMENDATION OF COUNTY MANAGER:

☐ Approve ☐ Disapprove

Comments:

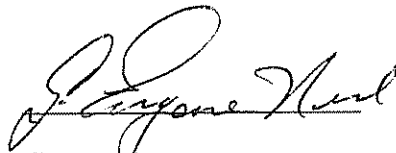
County Manager Date

JPA 91-52

APPROVAL OF THE MARICOPA COUNTY ATTORNEY

I have reviewed the attached proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MARICOPA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 28th day of Feb, 1991.


County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

February 20, 1992

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-0867-TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of February, 1992.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section